

ORDERED.



1 **TIFFANY & BOSCO**  
2 P.A.

2 **2525 EAST CAMELBACK ROAD**  
3 **SUITE 300**  
4 **PHOENIX, ARIZONA 85016**  
5 **TELEPHONE: (602) 255-6000**  
6 **FACSIMILE: (602) 255-0192**

Dated: June 14, 2010

*Eileen W. Hollowell*

EILEEN W. HOLLOWELL  
U.S. Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-12939

10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 **IN RE:**

13 Robert Kenneth Weaver and Madonna Bucasas  
14 Weaver  
15 Debtors.

No. 4:10-BK-13817-EWH

Chapter 7

ORDER

16 Wells Fargo Bank, N.A.  
17 Movant,  
18 vs.

(Related to Docket #9)

19 Robert Kenneth Weaver and Madonna Bucasas  
Weaver, Debtors, Stanley J. Kartchner, Trustee.

20 Respondents.

22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
24 and no objection having been received, and good cause appearing therefor,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed  
26 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real

1 property which is further described as:

2 THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST  
3 QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4. TOWNSHIP 2 SOUTH.  
4 RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. PINAL  
5 COUNTY. ARIZONA:  
6 EXCEPT ALL COAL. OIL. GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN  
7 INSTRUMENT RECORDED NOVEMBER 19. 1979. IN DOCKET 985. PAGE 720.

8  
9 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
10 to which the Debtor may convert.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26